

**A RESOLUTION BY  
FINANCE EXECUTIVE COMMITTEE**

**08- R -2080**

**A RESOLUTION AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE THE STATE OF GEORGIA CONTRACT GTA000119 WITH RICOH AMERICAS CORPORATION FOR THE LEASE OF ONE (1) MPC 6000 COPIER/PRINTER FOR A PERIOD OF THIRTY SIX (36) MONTHS IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND SIX HUNDRED FORTY THREE DOLLARS AND SIXTEEN CENTS (\$34,643.16) WITH ALL CONTRACTED WORK BEING CHARGED TO AND PAID FROM FDOA: 5401 (SOLID WASTE SERVICES REVENUE 130201 (DPW SOLID WASTE ADMINISTRATION) 5222002 (REPAIR & MAINTENANCE); AND FOR OTHER PURPOSES.**

**WHEREAS**, the Department of Public Works desires to lease One (1) Ricoh MPC 6000 color copier and printer to perform Photocopy and Printing Services for the Office of Solid Waste Services to perform their daily operations; and

**WHEREAS**, pursuant to the City's Procurement and Real Estate Code of Ordinances Section 2-1606, the Chief Procurement Officer may procure supplies, services or construction items through contracts established by the purchasing division of the State where such contracts and contractors substantially meet the requirements of this article; and

**WHEREAS**, the Commissioner of the Department of Public Works and the Chief Procurement Officer recommend utilizing the State of Georgia Contract GTA000119 with Ricoh Americas Corporation to lease One (1) MPC 6000 color copier and printer for a period of Thirty Six (36) months in an amount not to exceed Thirty Four Thousand Six Hundred Forty Three Dollars and Sixteen Cents (\$34,643.16).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Chief Procurement Officer is hereby authorized to utilize the State of Georgia Contract GTA000119 with Ricoh Americas Corporation, pursuant to Section 2-1606 of the City of Atlanta Code of Ordinances to lease for a period of thirty six (36) months one (1) Ricoh MPC 6000 copier/printer to provide Photocopy and Printing Services for the Department of Public Works in an amount not to exceed Thirty Four Thousand Six Hundred Forty Three Dollars and Sixteen Cents (\$34,643.16).

**BE IT FURTHER RESOLVED**, that the term of the agreement is for Thirty Six (36) months.

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the Contract for execution by the Mayor.

**BE IT FURTHER RESOLVED**, that this notice to proceed should not become binding on the City, and the City shall incur no liability upon same until such contract has been reviewed by the City Attorney and approved as to form, attested to by the Municipal Clerk, executed by the Mayor, and delivered to Ricoh Americas Corporation.

**BE IT FINALLY RESOLVED**, that all contracted work will be charged to and paid from FDOA: 5401 (Solid Waste Services Revenue) 130201 (DPW Solid Waste Administration) 5222002 (Repair & Maintenance); and for other purposes.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** Finance/ Executive Committee

**Caption:** A RESOLUTION AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE THE STATE OF GEORGIA CONTRACT GTA000119 WITH RICOH AMERICAS CORPORATION FOR THE LEASE OF ONE (1) MPC 6000 COPIER/PRINTER FOR A PERIOD OF THIRTY SIX (36) MONTHS IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND SIX HUNDRED FORTY THREE DOLLARS AND SIXTEEN CENTS (\$34,643.16). ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FDOA: 5401 (SOLID WASTE SERVICES REVENUE 130201 (DPW SOLID WASTE ADMINISTRATION) 5222002 (REPAIR & MAINTENANCE); AND FOR OTHER PURPOSES.

**Council Meeting Date:** November 3, 2008

**Requesting Dept.:** Public Works

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The purpose of this legislation is to replace existing copier machine with a newer model for the same monthly cost as the old one. The lease covers maintenance and supplies, and is for a term of 36 months.

**2. Please provide background information regarding this legislation.**

**3. If Applicable/Known:**

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

**(d) Invitations Issued:**

**(e) Number of Bids:**

**(f) Proposals Received:**

**(g) Bidders/Proponents:**

**(h) Term of Contract:**

**4. Fund Account Center:** 5401 (Solid Waste Services Revenue) 130201 (DPW Solid Waste Administration) 5222002 (Repair & Maintenance)

**5. Source of Funds:** STATE OF GEORGIA CONTRACT GTA000119

**6. Fiscal Impact:** \$34,643.16

**7. Method of Cost Recovery:**

**This Legislative Request Form Was Prepared By:** Soraya Belgrave

Keg 128309  
55 Trinity Avenue

**RICOH**

**ORDER AGREEMENT**  
RICOH BUSINESS SOLUTIONS

Quote:  
Order #1

DATE: 9/23/08		TYPE OF SALE: 36 Month Fair Market Value Lease	
AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED			
SHIP TO		BILL TO	
Account Number:		Account Number:	
Salesrep Name and Number: Paul Griffin		Salesrep Name and Number: Paul Griffin	
Install Branch Number: 55811	Name: Atlanta	Order Taking Branch Number: 55811	Name: Atlanta
NAME: City of Atlanta - Dept. of Public Works, Sanitary Services		NAME: City of Atlanta - Dept. of Public Works, Sanitary Services	
ADDRESS: 55 Trinity Avenue		ADDRESS: 55 Trinity Avenue	
ADDRESS: Suite 4800	ST/ZIP: Ga. 30303-3581	ADDRESS: Suite 4800	ST/ZIP: Ga. 30303-3581
CITY: Atlanta	County: Fulton	CITY: Atlanta	County: Fulton
Contact: Juliett Jones 404-635-1929		Contact: Juliett Jones	
Phone/Fax: 404-635-1929		Phone/Fax: 404-335-1929	
email: jjones@atlantaga.gov		email: jjones@atlantaga.gov	
BILLING INFORMATION			
PRESCREEN #	PARTY #	NATL/GSA CONTRACT #	TAX EXEMPT #
ORDER #			
ARREARS		BILL START DATE	PO #
		PO LIMIT	PO EXPIRE DATE

SERVICE INFORMATION			
METER COLLECTION METHOD	SERVICE LOCATION	SERVICE TERM	SERVICE ZONE
MTR FREQUENCY	BILL FREQUENCY		MONTHLY MINIMUM METER
@REMOTE ACCESS	NETWORK SUPPORT		
Agree / Decline _____ initial	Agree / Decline _____ initial		

PROD ID	DESCRIPTION	QTY	UNIT PRICE	EXT.
413959	MPC 6000 Color Copy, Print, Scan	1		
003187MIU	Print Scan Unit, Type C7500	1		
002450MIU	RT43 LCT Bundle	1		
413974	SR4010 Finisher Stapler	1		
412209	Type 3260 Punch	1		
414000	Adobe PS3, Type C7500	1		
413968	FAX Option, Type C7500	1		

MESSAGE		SALES SUB TOTAL		SERVICE SUB TOTAL	
SUB TOTAL	TAXES	ORDER TOTAL	LESS DOWN PAYMENT	AMOUNT DUE	
If no amount of taxes is shown above, applicable tax amounts will be determined and reflected on each invoice. In addition, any taxes shown above are estimated. Actual tax amounts, which may differ from the amounts stated above, will be determined and reflected on the invoice.					

Verna COBB-

GTA-0119



# ORDER AGREEMENT

## RICOH BUSINESS SOLUTIONS

Quote:

### LEASE AGREEMENT

NO. OF PAYMENTS	36	PAYMENT FREQUENCY	Monthly
PAYMENT AMOUNT	\$962.31	CONTRACT TERM	36 Months
PLUS TAX	Tax Exempt		
TOTAL PAYMENT AMOUNT	\$962.31	END OF LEASE OPTION	F M V
ADVANCED PAYMENT AMOUNT	0		

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THE AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. CHANGES MADE BY RICOH PERSONNEL OR ANYONE ELSE DO NOT BECOME PART OF YOUR AGREEMENT. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. THIS AGREEMENT IS NOT CANCELLABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THE AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

### MAINTENANCE AGREEMENT

CUSTOMER ACKNOWLEDGES BY INITIALING BELOW THAT THE MAINTENANCE AGREEMENT HAS:

BEEN FULLY EXPLAINED, OFFERED AND ACCEPTED ☒

BEEN FULLY EXPLAINED, OFFERED AND REJECTED ☐

CUSTOMER ALSO ACKNOWLEDGES THAT THEY ARE RESPONSIBLE FOR TONER SHIPPING AND HANDLING CHARGES ☒

INITIALS

NA

NA

Customer Acknowledges That They Do NOT Pay Shipping and Handling  
MPC6000 Includes 20,000 copies black and white and 1,500 color copies  
per month service and supplies except paper and staples. Black and white copies  
over 20,000 billed quarterly at \$.0055 per copy. Color copies over 1,500 billed  
quarterly at \$.05 per copy.

ACCEPTED:	CUSTOMER NAME (BUSINESS ENTITY):
BY: _____ TITLE: _____	BY: _____ TITLE: _____
	PRINT NAME: _____
DATE ACCEPTED: _____	DATE SIGNED: _____
By initialing in the space provided to the right, Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.	
INITIALS	

### UNCONDITIONAL GUARANTY

In consideration of Ricoh entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Ricoh, its successors and assigns, the prompt payment and performance of all obligations under the above Agreement. The undersigned agree that (a) this is a guaranty of payment and not of collection, and that Ricoh can proceed directly against the undersigned without disposing of any security or seeking to collect from Customer, (b) the undersigned waive all defenses and notices, including those of protest, presentment and demand, (c) Ricoh may renew, extend or otherwise change the terms of the Agreement without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Ricoh's costs of enforcement and collection. THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

PERSONAL:

By: NA (Individually)

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Witness: \_\_\_\_\_

PERSONAL:

By: NA (Individually)

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Witness: \_\_\_\_\_

TO OUR VALUED CUSTOMER: This Lease Agreement ("Lease") has been written in "Plain English." When we use the words *you* and *your* in this Lease, we mean *you, our customer*, which is the Lessee indicated below. When we use the words *we*, *us*, and *our* in this Lease, we mean the Lessor, Ricoh Americas Corporation or a third party Lessor, as assignee, as agreed in Section 8 below.

1. **LEASE:** This Lease establishes the general terms and conditions under which we lease to you the equipment described in the Order Agreement, dated \_\_\_\_\_.

2. **TERM AND RENT:** This Lease is effective on the date that it is accepted and signed by us, and the term begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. You will sign a separate Equipment delivery and acceptance certificate and we may also confirm your acceptance by telephone, and any such telephone confirmation shall have the same binding legal effect on you as a signed delivery and acceptance certificate. Payments will be due as invoiced by us until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to you under the Lease are paid in full. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers, and any other information describing the Equipment. YOUR OBLIGATION TO PAY THE LEASE PAYMENTS AND OTHER LEASE OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. THIS LEASE IS NON-CANCELABLE.

3. **LATE CHARGES/DOCUMENTATION FEES:** If a Lease Payment is not made within 10 days of when due, you will pay us, within one month, a late charge of 5% of the payment or \$10.00, whichever is greater, but only to the extent permitted by law.

4. **SELECTION OF EQUIPMENT/DISCLAIMER OF WARRANTIES:** You have selected the Equipment and the supplier from whom we agree to purchase the Equipment at your request. We are not the manufacturer of the Equipment and we are leasing the Equipment to you "AS-IS". You have selected the Equipment and we MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

5. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease purchase option is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You have the right to use the equipment for the full Lease term provided you comply with the terms and conditions of the Lease. Although the Equipment may become attached to real estate, it remains personal property and you agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without our prior written consent. If we feel it is necessary, you agree to provide us with waivers of interest or liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. We also have the right, at reasonable times, to inspect the Equipment.

6. **USE, MAINTENANCE AND REPAIR:** During the term of this Lease, you are required, at your own cost and expense, to maintain in full force and effect a maintenance agreement with Ricoh or a third party which has been authorized to service and maintain the Equipment by the manufacturer, and to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and you will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become our property. You may, with our prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, you agree to remove such modifications and restore the Equipment to its original condition. If you fail to remove such modifications, we are deemed the owner of such modifications. IN THE EVENT THE LEASE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER AND/OR THE MANUFACTURER OF THE EQUIPMENT, YOU ACKNOWLEDGE THAT IF THIS LEASE IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS TO THE ASSIGNEE LESSOR. YOU FURTHER ACKNOWLEDGE THAT RICOH MAY INCREASE MAINTENANCE CHARGES BY UP TO 10% ANNUALLY.

7. **ASSIGNMENT:** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. You agree that we may sell, assign or transfer this Lease and/or the Equipment and, if we do, the new owner will have the same rights and benefits that we now have but will not have to perform and will not be liable for any of our obligations and that the rights of the new assignee Lessor, whether or not you have been notified of such assignment, will not be subject to any claims, defenses, or set-offs that you may have against us. Any such assignment, sale or transfer of this Lease or the Equipment will not relieve us of our obligations to you under this Lease.

8. **END OF TERM OPTION:** Upon at least sixty (60) days but not more than one hundred twenty (120) days written notice to us prior to the expiration of the Lease term, you shall advise us of your intention to either exercise any purchase option that has been granted to you or return the Equipment to us at the end of the Lease term. Provided you have given such timely notice, you shall either purchase or return the Equipment to us, freight and insurance prepaid, in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to notify us, or having notified us, you fail to purchase or return the Equipment as provided herein, this Lease shall renew for consecutive sixty (60) day periods and you agree to continue to make Lease Payments at the same monthly Lease Payments as set forth in the Lease subject to the right of either party to terminate the Lease upon sixty (60) days written notice, in which case you will immediately deliver the Equipment to us as required in this paragraph. Upon expiration of the Lease term, provided you are not in default, you shall have the option to purchase all but not less than all of the Equipment on the terms as indicated above. We will use our reasonable judgment to determine the Equipment's fair market value for all fair market value purchase options which shall be based on the Equipment remaining in place.

9. **LOSS OR DAMAGE:** You are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves you from any obligation under this Lease. You agree to promptly notify us of any loss or damage to the Equipment and you will pay to us the present value of the total of all unpaid Lease Payments for the full Lease term, plus either the fair market value of the Equipment at the end of the originally scheduled Lease term as reasonably determined by us or any End of Term Option price stated on the Lease, whichever is greater (the "FMV"), with the accelerated Lease Payments and the FMV discounted at 5% per annum, plus, if applicable, reasonable costs of collection and attorneys' fees, whereupon the Lease shall terminate. All proceeds of insurance received by us will be applied to the amount due under this section 8.

10. **INDEMNITY:** We are not responsible for any losses or injuries caused by the Equipment and you agree to reimburse us for and to indemnify and defend us against any claim for losses or injuries caused by the Equipment except if caused by our gross negligence or willful misconduct. This indemnity will continue even after the termination of this Lease.

11. **TAXES:** You agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Lease Payment or as billed by us. You agree that if we pay any taxes or charges on your behalf, you will reimburse us for all such payments with the next Lease Payment.

12. **INSURANCE:** During the term of this Lease, you will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment without deductible and without co-insurance. You will also obtain and maintain for the term of each Lease, comprehensive public liability insurance covering both personal injury and property damage. We will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. You will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to us on or before the Commencement Date. If you do not so provide evidence of such insurance, you agree that we have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you on which we make a profit and you agree to pay us an additional monthly charge to reimburse us for the insurance premium and our current insurance administrative fee on which we may make a profit.

13. **DEFAULT:** You are in default of this Lease if any of the following occurs: a) you fail to pay any Lease Payment or other sum when due; b) you breach any warranty or other obligation under this Lease, or any other agreement with us; c) you, any partner or any guarantor dies, you become insolvent or unable to pay your debts when due; you stop doing business as a going concern; you merge, consolidate, transfer all or substantially all of your assets; you make an assignment for the benefit of creditors or you undergo a substantial deterioration in your financial condition; or d) you, any guarantor or any partner, voluntarily file or have filed against you or it involuntarily, a petition or liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for you or it or a substantial part of your or its assets.

14. **REMEDIES:** We have the following remedies if a default should occur: a) upon written notice for liquidated damages for loss of the bargain and not as a penalty, declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable and demand and receive all Lease Payments and any other payments then accrued and those that are accelerated under the Lease or any other agreement plus the FMV (as defined in Section 8) with all accelerated Lease Payments and the FMV discounted at 3% per annum, but only to the extent permitted by law; b) charge you interest on all monies due us at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; c) and require that you return the Equipment to us and in the event you fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless we expressly notify you in writing that it is terminated. In the event the Equipment is returned to or repossessed by us, we will sell or re-rent the Equipment to any persons with any terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent to your obligations with you remaining liable for any deficiency. The credit for any sums to be received by us from any such rental shall be discounted to the date of the agreement at six percent (6%) per year. You are also required to pay (i) all expenses incurred by us in connection with the enforcement of any remedies, including



# LEASE AGREEMENT

## RICOH BUSINESS SOLUTIONS

Quote:

such sale or re-rent to your obligations with you remaining liable for any deficiency. The credit for any sums to be received by us from any such rental shall be discounted to the date of the agreement at six percent (6%) per year. You are also required to pay (i) all expenses incurred by us in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

15. **WARRANTY OF BUSINESS PURPOSE:** You warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

16. **UCC FILINGS.** You authorize us to file a financing statement covering the Equipment. If we feel it is necessary, you agree to submit financial statements (audited if available) on a quarterly basis.

17. **MISCELLANEOUS:** Written notices will be deemed to have been given when delivered personally within 3 days after being deposited in the United States mail, postage prepaid, or the next business day if sent by overnight courier, and addressed to the recipient at its address above or at any other address subsequently provided in writing. This Lease Agreement contains the entire agreement and understanding of the parties. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable shall be ineffective without invalidating the remaining provisions of this Lease. You agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original for the purpose of being admissible as evidence of the Lease. If you elect to transmit this Lease by facsimile, you agree that, if we elect to do so in our sole discretion, the only version of this Lease that is the original for all purposes under the UCC is the version containing your facsimile signature and our

original signature and you waive notice of our acceptance of this Lease and receipt of a copy of the originally signed Lease.

18. **UCC -- ARTICLE 2A PROVISIONS.** You agree that this Lease is a Finance Lease as that term is defined in Article 2A of the UCC. You acknowledge that we have given you the name of the Supplier of the Equipment. We hereby notify you that you may have rights under the contract with the Supplier and you may contact the Supplier for a description of any rights or warranties that you may have under the supply contract. You waive any and all rights and remedies granted under Sections 2A-508 through 2A-522 of the UCC, including, but not limited to: the right to repudiate the Lease and reject the Equipment; the right to cancel the Lease; the right to revoke acceptance of the Lease; the right to grant a security interest in the Equipment in your possession and control for any reason; or the right to recover damages for any breach of warranty.

19. **CHOICE OF LAW.** This Lease shall in all respects be interpreted and all rights and liabilities of the parties under this Lease shall be determined and governed as to validity, interpretation, enforcement and effect by the laws of the State of New Jersey except for local filing requirements. You consent and agree that non-exclusive jurisdiction, personal or otherwise, over you and the Equipment shall be with any State or Federal Courts of the State of New Jersey having jurisdiction over the subject matter. YOU ALSO IRREVOCABLY WAIVE YOUR RIGHT TO A TRIAL BY JURY. BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON.

Lessor:

X

Authorized Signature

Print Name & Title Date

Lessee:

X City of Atlanta

Authorized Signature

X

Print Name & Title

Federal EIN

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## Checkout: Review and Submit Requisition

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Step 3 of 3

[Submit](#)

Requisition 128309: Total 11,547.72 USD

Created By **Jones, Juliett M**  
 Creation Date **23-Sep-2008 12:56:06**  
 Description **Ricoh - October 1, 2008  
 through June 30, 2009 - 55  
 Trinity Avenue location**

Justification **Ricoh - October 1, 2008 through June 30, 2009 payment coverage for the  
 year at our 55 Trinity Avenue location. MPC6000SP**

## Requisition Attachments

File Name	Type	Description	Category	Last Updated	By	Last Updated	Usage	Update	Delete	Publish to Catalog
No results found.										

## Lines

Details	Line	Description	Cost Center	Unit	Quantity	Price	Amount (USD)	Attachments
<a href="#">Show</a>	1	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	2	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	3	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	4	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	5	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	6	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	7	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	8	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	
<a href="#">Show</a>	9	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31	



<a href="#">Show</a> 10	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31
<a href="#">Show</a> 11	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31
<a href="#">Show</a> 12	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	130201	LOT	962.31	1 USD	962.31
Total						<b>11,547.72</b>

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Step 3 of 3

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**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**RICOH AMERICAS CORPORATION**

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

**5 DEDRICK PLACE**

City, state, and ZIP code

**WEST CALDWELL, NJ 07006-6304**

Requester's name and address (optional)

**Ricoh Americas Corporation**

**P. O. Box 4245**

**Carol Stream, IL 60197-4245**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**22-2783521**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of

U.S. person ▶ **Edward M. Werger, Sr. Tax Manager**

Date ▶

**10/30/2007**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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## Digital Copier Contract

**Contract Number:** GTA000119

**Contract Period:** October 1, 2003 – June 30, 2009

**NIGP Code (Leases):** 98526

**NIGP Code (Purchases):** 60046

### Related Links

[Digital Copier Contract -  
Frequently Asked  
Questions](#)

Please include the NIGP codes on all purchase orders.

**Note: This contract does not include any analog copiers.**

This contract has produced a very competitive situation. Several successful bidders lease and sell manufacturers' copiers on this contract. **Be sure to check all sources of supply** and do not assume only one vendor can provide the copier and service you need at the best price.

Approved vendors	Brands Offered
Canon Business Solutions	Canon
Canon USA	Canon
Gordon Document Products	Konica
IKON	Canon, Ricoh
Konica Minolta Business Solutions, USA, Inc.	Konica Minolta
Kyocera Mita	Kyocera Mita
MSA	Canon
Muratec	Muratec
Oce' Imagistics	Oce'
Oce' North America	Oce'
Panasonic	Panasonic
Ricoh Americas Corp.	Ricoh, Savin, Gestetner
Ricoh Business Solutions - Lanier Worldwide, Inc. (Link temporarily removed)	Lanier, Ricoh
Sharp	Sharp
Xerox	Xerox

For more information, please contact:

Venia Cobb, Contract Administrator  
Internal Support Services  
Georgia Technology Authority  
47 Trinity Avenue, Suite 330 Health Bldg.  
Atlanta, GA. 30334  
Phone: (404) 657-6842  
Fax: (404) 651-5333

[Digital Copier Lease and Maintenance Agreement](#)

[Digital Copier Vendor Agreement](#)

This is an example of the Digital Copier Agreement signed by GTA and each of the approved vendors. It is for information and references ONLY.

[Digital Copier Purchase and Maintenance Agreement](#)

## Digital Copier Lease and Maintenance Agreement

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the "Effective Date"), by and between the \_\_\_\_\_ (hereinafter referred to as "AGENCY"), and \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ (hereinafter referred to as "Contractor").

### WITNESSETH

WHEREAS, pursuant to O.C.G.A. § 50-25-4, the Georgia Technology Authority ("GTA") issued a Request for Proposal No. GTA-000119, soliciting proposals for the provisioning of digital copier equipment and installation and maintenance services for such equipment, as more particularly described therein ("RFP");

WHEREAS, Contractor submitted a proposal to GTA in response to the RFP ("Proposal");

WHEREAS, Contractor's Proposal was deemed by the GTA to be the proposal most advantageous to the State;

WHEREAS, Contractor and the GTA entered into that certain Digital Copier Agreement, effective on October 1, 2003 (hereinafter referred to as "Enterprise Contract").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- Equipment and Services.** Pursuant to the terms and conditions of the Enterprise Contract, Contractor agrees to lease to AGENCY the equipment identified in the Equipment Schedule attached hereto as Exhibit A and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to AGENCY the installation and maintenance services (collectively and individually, the "Services") described in the Enterprise Contract, the RFP and the Proposal.
- Order of Precedence.** The contractual relationship between Contractor and AGENCY shall be governed by the following order of precedence: (i) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement; (ii) if applicable, the governing RFP or other solicitation document (excluding Appendix B, Sample Contract); (iii) the Contractor's Proposal; and (iv) the Rules of the GTA, which are incorporated herein by reference.
- Term and Renewal.** The "Term" shall begin on the Effective Date and end as of the end of the then current fiscal year (July 1 - June 30). Thereafter, the Agreement may be renewed at the sole discretion of AGENCY on a year-to-year basis for up to \_\_\_\_\_ ( ) fiscal year periods. AGENCY may, at its sole option, renew as to all of the Equipment and Services to be provided hereunder or as to only selected Equipment and Services. The terms and conditions of this Agreement shall apply during any renewals of the Term.
- Shipping, Delivery and Return.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from AGENCY and shall install the Equipment at AGENCY's premises at no cost to AGENCY. Shipment/Delivery shall be FOB: Destination. Unless title to the Equipment is transferred to the AGENCY as provided below, Equipment will be returned in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted.
- Payment and Acceptance.** AGENCY agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that the Equipment and Services have been accepted by AGENCY as hereinafter provided. Contractor shall deliver the Equipment and/or perform any Services in accordance with the schedule set forth in the RFP or the time specified in a Purchase Order ("PO") issued by AGENCY (whichever is later). Unless otherwise agreed to by Contractor and AGENCY, Contractor shall provide written notification of completion of the delivery, or other performance of Services, to AGENCY ("Delivery Notice"). AGENCY shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of

acceptance by AGENCY, the obligation to pay shall be effective on the first (1<sup>st</sup>) day of the Acceptance Period. The failure of the Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or Services. In the event AGENCY issues a rejection notice, Contractor shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. AGENCY shall not unreasonably withhold or delay such acceptance or rejection.

6. Termination.

- a. Each party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize).
- b. Provided that Contractor is in default of this Agreement, AGENCY may terminate this Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- c. AGENCY may terminate this Agreement, in whole or in part, immediately, without notice, if: (i) AGENCY deems that such termination is necessary to prevent or protect against fraud or otherwise protect AGENCY's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts.
- d. Should there be any protest of the RFP or the award of this Agreement to Contractor which continues past the Effective Date and which is ultimately determined adversely to AGENCY's RFP or award of this Agreement, then AGENCY may terminate this Agreement by written notice to Contractor specifying the termination date. Such termination shall not affect any Equipment or Services ordered prior to the effective date of termination.
- e. Upon the termination or expiration of this Agreement, Contractor promptly shall return to AGENCY all papers, materials and other property of AGENCY then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to AGENCY.
- f. If AGENCY terminates this Agreement in a manner that is not permitted hereunder, or if Contractor terminates this Agreement as set forth in subsection (a) above, then AGENCY will be responsible for the payment of all amounts remaining in the unexpired portion of the Term, plus any unpaid invoices unless those invoices are in dispute.

7. Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate without further obligation of AGENCY as of that moment. The determination of AGENCY as to the occurrence of the events stated herein shall be conclusive; however, AGENCY represents that it will use reasonable care that the termination of this Agreement will not be frivolous, but rather, will result from a reduction of funding from the State funding authority.

8. Taxes. All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, AGENCY makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, AGENCY will provide a certificate of tax exemptions which apply to this Agreement.

9. Disclaimer of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO PROVIDER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE.

10. Assignment. Contractor shall not assign or subcontract the whole or any part of this Agreement without AGENCY's prior written consent.

11. Waiver and Severability. The waiver by AGENCY of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this

Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.

12. Applicable Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.
13. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

To AGENCY	To Contractor

14. Time is of the Essence. Time is of the essence with regard to performance of any Services under this Agreement, unless the parties agree otherwise in writing.
15. Title and Risk of Loss. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by Agency in accordance with Section 5 above. Insurance during shipment and until the Equipment is accepted by Agency is the responsibility of the Contractor.
16. Entire Agreement. This Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of AGENCY or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

**AGENCY**

**CONTRACTOR**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Digital Copier Agreement

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the "Effective Date"), by and between the **Georgia Technology Authority** (hereinafter referred to as "GTA"), and \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ (hereinafter referred to as "Contractor").

### WITNESSETH

WHEREAS, pursuant to O.C.G.A. § 50-25-4, the Georgia Technology Authority ("GTA") issued a Request for Proposal No. GTA-000119, soliciting proposals for the provisioning of digital copier equipment and installation and maintenance services for such equipment, as more particularly described therein ("RFP");

WHEREAS, Contractor submitted a proposal to GTA in response to the RFP ("Proposal");

WHEREAS, Contractor's Proposal was deemed by the GTA to be the proposal most advantageous to the State.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Equipment. The Contractor shall serve as a source of supply for the items of Equipment identified in the RFP to the various Agencies of the State. As used herein, "Agency" or "Agencies" shall include any and all State of Georgia entities, including but not limited to departments, agencies, authorities, commissions, boards, colleges and universities. Contractor agrees to supply to each and every Agency all of such Agency's total requirements for the Equipment. Agencies shall place individual orders with Contractor by issuing a Purchase Order ("PO") referencing this Contract and detailing the items ordered. No shipment shall be authorized until such issuance of a PO. In some instances, where the Contractor has agreed, purchases may also be made by use of the Purchasing Card. Agencies may lease or purchase the Equipment under the following terms and conditions:
  - a. Lease. Under the terms of a separate lease agreement, but subject to the terms and conditions of this Agreement and the RFP, Contractor agrees to lease to Agencies the Equipment identified in a schedule attached to such lease agreement. Such schedule may be amended to include any additional Equipment added from time to time by written agreement of both parties.
  - b. Purchase. Under the terms of a separate purchase agreement, but subject to the terms and conditions of this Agreement and the RFP, Contractor agrees to sell to Agencies the Equipment identified in a schedule attached to such purchase agreement. Such schedule may be amended to include any additional Equipment added from time to time by written agreement of both parties.
2. Services. In addition to providing the leased or purchased Equipment, Contractor agrees to provide to Agencies the following installation and maintenance services on the Equipment (collectively and individually, the "Services"):
  - a. Installation. At its sole cost and expense, Contractor shall install the Equipment at the location(s) designated by the Agency and, as agreed by the parties in writing, any additional sites designated for additional items of Equipment. Installation Service includes unpacking, assembly, training and demonstration of Equipment.
  - b. Maintenance. At its sole cost and expense, Contractor shall maintain the Equipment during the Term. Unless otherwise agreed by the parties in writing, Maintenance Service shall be provided:
    - (i) in the case of leased Equipment, during the entire term of the lease; and (ii) in the case of

purchased Equipment, for one (1) year after Acceptance as set forth in Section 5 below. Maintenance Service, as defined herein, includes the following:

- (1) Isolate any problems with the Equipment and restore service within the Equipment Mean Time To Repair (as defined below) following receipt of Agency's notification that the Equipment is inoperative. Mean Time To Repair ("MTTR") is defined as the average time elapsed from the time the Contractor detects or is notified of a failure of Equipment or other degradation in performance of the Equipment covered by this Agreement until such time as the Equipment's performance is restored to standard functionality by replacing (either temporarily or permanently) or repairing the failed Equipment. The MTTR objective shall be within \_\_\_\_\_ (\_\_\_\_\_) hours after notice, during the Agency's regular business hours. For this purpose the Contractor shall have full and free access to the Equipment.
- (2) Investigate trouble reports initiated by the Agency and repair or replace, any of the Equipment which fails to meet the manufacturer's published operating specifications for the Equipment during the Term of this Agreement.
- (3) If an Agency, in its sole discretion, determines that a unit of Equipment:  
(a) has performed unsatisfactorily (including but not limited to poor copy quality) during at least five percent (5%) of any calendar month, calculated using the Agency's regular business hours; or (b) has experienced more than two (2) malfunctions per calendar month requiring Contractor corrections, then the Contractor shall replace such Equipment with new equipment from a manufacturer of Agency's choice at the time of replacement, in accordance with the terms of the Contractor's warranty set forth below.

Maintenance Service shall not include or apply to: (a) an Agency's in-house wiring; (b) repair or replacement of failed Equipment caused by factors outside of the Equipment, such as fire, accident, misuse, vandalism, water, or lightning; or (c) power or back-up power to or from the Equipment.

- c. Moves. At an Agency's request, Contractor may move the Equipment to another State location for an additional price not to exceed Contractor's cost for such move.

3. Order of Precedence.

- a. The contractual relationship between Contractor and GTA shall be governed by the following order of precedence: (i) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement; (ii) the RFP (excluding Appendix B, Sample Contract); (iii) the Contractor's Proposal; and (iv) the Rules of the GTA, which are incorporated herein by reference.
- b. The contractual relationship between Contractor and an Agency shall be governed by the following order of precedence: (i) the provisions of the applicable lease or purchase agreement; (ii) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement; (iii) the RFP (excluding Appendix B, Sample Contract); (iii) the Contractor's Proposal; and (iv) the Rules of the GTA.



4. Term and Renewal The "Term" shall begin on the Effective Date and end as of the end of the then current fiscal year (July 1 - June 30). Thereafter, the Agreement may be renewed at the sole discretion of GTA on a year-to-year basis for up to four (4) fiscal year periods. GTA may, at its sole option, renew as to all of the Services to be provided hereunder or as to only selected Services. The terms and conditions of this Agreement shall apply during any renewals of the Term.
5. Payment and Acceptance. An Agency will pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that the Equipment and Services have been accepted by the Agency as hereinafter provided. Contractor shall deliver the Equipment and/or perform any Services in accordance with the time specified in a PO issued by the Agency. Unless otherwise agreed to by Contractor and the Agency, Contractor shall provide written notification of completion of the delivery, or other performance of Services, to the Agency ("Delivery Notice"). The Agency shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance. Acceptance by the Agency may only be accomplished by an affirmative act on the part of the Agency and the failure of the Agency to issue an acceptance notice shall not be deemed an acceptance of the Equipment or Services or any portion thereof. In the event the Agency issues a rejection notice, Contractor shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. The Agency shall not unreasonably withhold or delay such acceptance or rejection.
6. Warranty. Contractor warrants that in providing the Equipment and performing the Services:
  - a. Contractor shall assign to the Agency the manufacturers' warranties for Equipment furnished to such Agency;
  - b. Any Equipment will conform to generally applicable standards in the industry, will be new and free from any and all defects in material, packaging and workmanship, and will meet all specifications set forth in the RFP and this Agreement and any documents referenced herein. Contractor will, without charge to the Agency, correct any defects and make any additions, modifications or adjustments to any of the Equipment as may be necessary to keep the Equipment in operating order in accordance with specifications at all times during the applicable warranty period. Unless otherwise agreed by the parties in writing, this warranty shall apply: (i) in the case of leased Equipment, during the entire term of the lease; and (ii) in the case of purchased Equipment, for one (1) year after Acceptance as set forth in Section 5 above.
  - c. Contractor will strictly comply with the descriptions and representations as to the Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and Contractor and any employees of Contractor will perform the Services on time;
  - d. In addition to any express and implied warranties provided to the Agency under law or given under other provisions of this Agreement, Contractor hereby expressly warrants that the Services to be performed hereunder will be performed in a workmanlike manner, subject to the supervision and instructions provided by the Agency, and that all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services are provided;
  - e. The Equipment and Services will not be in violation of any applicable law, rule or regulation, and Contractor will obtain all permits and licenses required to comply with such laws and regulations;
  - f. The Equipment and Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein, "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or at any later date;
  - g. Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property in the Equipment or used in the performance of the Services contemplated hereunder and the Contractor has the right to permit the Agency access to or use of such software, hardware, methods, methodologies and Intellectual Property;

- h. Contractor will screen all employees supplied to the Agency to ensure that each employee is fully qualified to perform the Services, and if required by law or ordinance, is validly licensed and/or has obtained all requisite permits to perform such Services for the Agency;
  - i. All Equipment provided pursuant to this Agreement will interface, integrate and be functionally compatible with and will perform on any and all of the Agency's hardware and software configuration(s). Unless otherwise agreed by the parties in writing, this warranty shall apply: (i) in the case of leased Equipment, during the entire term of the lease; and (ii) in the case of purchased Equipment, for one (1) year after Acceptance as set forth in Section 5 above;
  - j. All software provided hereunder and any update or revision to any of the software will be free from defects and will meet all specifications set forth in the RFP and this Agreement and any documents referenced therein. Contractor will, without charge to the Agency, correct any defects and make any additions, modifications or adjustments to any of the software or any update or revision to any software as may be necessary to keep the software in operating order in accordance with specifications at all times during the applicable warranty period. Unless otherwise agreed by the parties in writing, this warranty shall apply: (i) in the case of leased Equipment, during the entire term of the lease; and (ii) in the case of purchased Equipment, for one (1) year after Acceptance as set forth in Section 5 above.
- 7. License and Intellectual Property Rights. Contractor hereby grants to the Agency and all authorized users hereunder an irrevocable, perpetual, nonexclusive, worldwide, fully paid up, royalty-free license and/or sublicense to (i) use, execute, maintain, reproduce, modify, display, perform, and distribute copies of such Intellectual Property; and (ii) authorize others to do any or all of the foregoing. The Agency may copy any of the software as necessary to efficiently utilize the software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying: (i) for backup, archive or emergency restart purposes; (ii) to replace worn copies; (iii) to understand the contents of machine readable materials; (iv) to migrate the software for use on other computers and/or hardware; and (v) to store the software at any off premise location which the Agency uses for storage purposes.
- 8. Shipping, Delivery and Return. Contractor shall pay for packing, crating, and shipping of the Equipment to and from an Agency's location. Shipment/Delivery shall be FOB: Destination. Unless title to the Equipment is transferred to the Agency pursuant to a separate purchase agreement, Equipment will be returned in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted.
- 10. Indemnification.
  - a. Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia, its Agencies, GTA and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damage and attorney's fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor contributed to the events. This indemnification does not apply to the extent of the willful or intentional misconduct or sole negligence of the Indemnitees.
  - b. Contractor shall at its expense defend the Indemnitees of any claim, suit or other demand asserted against the Indemnitees by any third party alleging that any Equipment or Services as provided by Contractor infringes a third party's Intellectual Property rights and shall indemnify the Indemnitees in the amount of any final judgment or settlement of such claim, suit or other demand. Contractor shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section to the extent that such third party claim, suit, or other demand arises out of or

relates to: (i) Contractor's compliance with Agency's specifications; (ii) a combination of the Equipment and/or Services with products or services not provided by Contractor; (iii) a modification of the Equipment or Services that is inconsistent with the terms of this Agreement or the RFP; or (v) information, data, or other content not provided by Contractor. With respect to any pending or threatened claim, suit or other demand as to which Contractor is the indemnifying party, Contractor shall obtain for Agency the right to continue using the Equipment and/or Services or alternatively replace or modify the Equipment and Services so that they are functionally equivalent but non-infringing.

- c. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insureds waive any right of subrogation against the State of Georgia, the Indemnified Parties and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- d. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon Indemnitees unless approved in writing by Indemnitees.
- e. Contractor's obligation to indemnify any Indemnitee will survive the expiration or termination of this Agreement by either party for any reason.

10. Personnel.

- a. Contractor warrants that all persons assigned by it to the performance of this Agreement shall be employees or authorized subcontractors of Contractor and shall be fully qualified to work under this Agreement. Contractor shall ensure that an adequate number of appropriately qualified personnel are employed and available to provide the Services in accordance with RFP and this Agreement.
- b. All of Contractor's or a subcontractor's personnel shall comply with the Agency's reasonable confidentiality and security requirements while on Agency's premises. In the event that any of Contractor's or a subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency, in its sole reasonable discretion, may have the personnel removed from the premises.
- c. Personnel commitments made in Contractor's proposal (if any) shall not be changed unless approved by the Agency. If the Agency believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Agreement, the Agency shall so notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency's request, immediately replace such person with another person acceptable to the Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

11. Termination.

- a. Each party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize).
- b. GTA may terminate this Agreement, in whole or in part, by written notice to Contractor and may regard Contractor in default of this Agreement if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- c. GTA may terminate this Agreement, in whole or in part, immediately, without notice, if: (i) GTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect

- any Agency's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts.
- d. GTA may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days prior written notice to Contractor.
  - e. GTA may terminate this Agreement, in whole or in part, with or without cause upon thirty (30) days prior written notice to Contractor.
  - f. Should there be any protest of the RFP or the award of this Agreement to Contractor which continues past the Effective Date and which is ultimately determined adversely to GTA's RFP or award of this Agreement, then GTA may terminate this Agreement by written notice to Contractor specifying the termination date.
  - g. Upon the termination or expiration of this Agreement, Contractor promptly shall return to the Agencies all papers, materials and other Agency property then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to such Agency.
12. Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate without further obligation of the Agency as of that moment. The determination of the Agency as to the occurrence of the events stated herein shall be conclusive.
13. Taxes. All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, GTA makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, GTA will provide a certificate of tax exemptions which apply to this Agreement.
14. Disclaimer Of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO PROVIDER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE.
15. Assignment. Contractor shall not assign or subcontract the whole or any part of this Agreement without GTA's prior written consent.
16. Cooperation and Transition of Services.
- a. In the event that an Agency has entered into or enters into agreements with other contractors or government institutions for additional work related to the Services provided hereunder, Contractor agrees to cooperate fully with such other parties.
  - b. Upon expiration or earlier termination of this Agreement or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to the Agency, or to any replacement provider designated by such Agency, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with such Agency or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.

- c. Provider shall not commit any act which will interfere with the work performed by any third party as set forth herein.

17. Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, costs, expenses, provision of Equipment and performance of Services under this Agreement (collectively, "Records") for the latter of: (a) five (5) years after the final payment under this Agreement, (b) for such period (if any) as is required by applicable statute, or (c) for such period (if any) as is set forth in the RFP. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The Agency, on its own or by and through the State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by the Agency or State Auditor or other duly authorized officer of the State of Georgia.

18. Insurance.

- a. Contractor shall procure and maintain insurance which shall protect the Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under this Agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish to GTA an insurance certificate listing the State of Georgia as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:
  - (1) Name and address of authorized agent;
  - (2) Name and address of insured;
  - (3) Name of insurance company (licensed to operate in Georgia);
  - (4) Description of coverage in standard terminology;
  - (5) Policy period;
  - (6) Policy Number;
  - (7) Limits of liability;
  - (8) Name and address of certificate holder;
  - (9) Acknowledgment of notice of cancellation to the State;
  - (10) Signature of authorized agent;
  - (11) Telephone number of authorized agent; and
  - (12) Details of policy exclusions in comments section of Insurance Certificate.
- b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:
  - (1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
  - (2) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
  - (3) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required under this Agreement.
  - (4) Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business

Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.

- c. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GTA. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GTA. All such coverage shall remain in full force and effect during the initial Term and any renewal or extension thereof.
19. Independent Contractor. In its relationship with GTA and the State of Georgia and for purposes of performing any services assigned under this Agreement, Contractor warrants that it is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Contractor warrants that all persons assigned to perform services under this Agreement are employees of Contractor or employees of a subcontractor approved by GTA as specified in this Agreement. Neither Contractor nor any of its agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of GTA or the State of Georgia. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the State of Georgia or any of its agencies.
  20. Waiver and Severability. The waiver by either party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.
  21. Applicable Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.
  22. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

To GTA	To Contractor

23. Drug Free Work Place.
  - a. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
  - b. If Contractor is an entity other than an individual, it hereby certifies that:

- (1) A drug free work place will be provided for the Contractor's employees during the Term of this Agreement; and
    - (2) It will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to Contractor that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3."
  - c. Contractor may be suspended, terminated, or debarred if it is determined that:
    - (1) Contractor has made false certification hereinabove.
    - (2) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
24. Compliance with Laws and Agency Policies.
- a. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations. Contractor also shall comply, and shall require its employees to comply, with all applicable State and Agency policies and standards in effect during the performance of this Agreement, including but not limited to Agency policies and standards relating to personnel conduct, security, safety, confidentiality and ethics.
  - b. Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations including without limitation, (i) local license or permit requirements, (ii) export, import and customs laws and regulations (such as the export and re-export controls under US Export Administration Regulations and/or similar regulations of the US or any other country) which may apply to certain equipment, software and technical data provided hereunder, and (iii) all applicable foreign corrupt practices acts.
  - c. Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other forms of documentation required in order to comply with all applicable foreign or domestic laws, rules or regulations.
  - d. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this Section may be treated by GTA as a material breach of this Agreement by Contractor.
25. Subcontractors. Any subcontractors must be approved in advance by GTA, which approval may be withheld in GTA's sole discretion.
26. Publicity. Contractor shall not release without GTA's prior written approval any publicity regarding the program or Services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Georgia, the GTA or an Agency receiving goods or services under this Agreement; however, Contractor may reference this Agreement in proposals for other contracts without GTA's approval.
27. Non-exclusivity. This Agreement is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agencies from obtaining like goods from other suppliers upon prior approval of the GTA. Such approval shall be made at the sole discretion of the GTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.
28. Title and Risk of Loss.
- a. Title to Leased Equipment. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the Agency shall have or acquire no right, title or interest therein, except that that Agency shall have the option of purchasing any Equipment leased hereunder at any time during the Term or upon the expiration of the Term for a mutually agreeable price. In the event that an Agency wishes to purchase leased Equipment, the Agency will notify the

Contractor of its intent to purchase the Equipment by issuing a Purchase Order Correction. There shall be no prepayment penalties assessed for early pay out. There is no obligation on the part of an Agency to purchase any Equipment, nor does this Agreement impose any obligation on the part of any Agency other than as specifically stated herein.

- b. Title to Purchased Equipment. Title to any purchased Equipment shall remain with the Contractor until it is accepted by Agency in accordance with Section 5 above.
  - c. Risk of Loss. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by Agency in accordance with Section 5 above. Insurance during shipment and until the Equipment is accepted by Agency is the responsibility of the Contractor.
29. Time is of the Essence. Time is of the essence with regard to performance of any Services under this Agreement, unless the parties agree otherwise in writing.
30. Entire Agreement. This Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

**Georgia Technology Authority**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## Requisition 128309

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Description **Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location**

Created By **Jones, Juliett M**

Creation Date **23-Sep-2008 12:56:06**

Deliver-To **55 Trinity Avenue, SW Suite 4800 S Atlanta, Fulton, GA, 30303**

Justification **Ricoh - October 1, 2008 through June 30, 2009 the total cost is \$11,547.72 for the year at our 55 Trinity Avenue location. MPC6000SP**

Status Approved

Change History **No**

Urgent Requisition **No**




Attachment **None**



Note to Buyer

## Details

[Previous](#) 1-10 of 12 [Next 2](#)

Line	Description	Need-By	Deliver-To	Unit	Quantity	Price	Amount (USD)	Details	Order
1	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		
2	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		
3	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		
4	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		
5	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		
6	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		
7	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		

8	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31	
9	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31	
10	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31	

Total **9,623.10**☐ Previous 1-10 of 12  Next 2 [Return](#)[Copy To Cart](#)[Cancel Requisition](#)[Change](#)[Shop](#) | [Requisitions](#) | [Contractors](#) | [Shopping Cart](#) | [Home](#) | [Logout](#) | [Preferences](#) | [Help](#)

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## Requisition 128309

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Description **Ricoh - October 1, 2008  
through June 30, 2009 -  
55 Trinity Avenue location**

Created By **Jones, Juliett M**

Creation Date **23-Sep-2008 12:56:06**

Deliver-To **55 Trinity Avenue, SW  
Suite 4800 S Atlanta,  
Fulton, GA, 30303**

Justification **Ricoh - October 1, 2008  
through June 30, 2009 the  
total cost is \$11,547.72 for  
the year at our 55 Trinity  
Avenue location.  
MPC6000SP**

Status **Approved**

Change History **No**



Urgent Requisition **No**

Attachment **None**

Note to Buyer

## Details

[Previous 10](#) 11-12 of 12 [Next](#)

Line	Description	Need-By	Deliver-To	Unit	Quantity	Price	Amount (USD)	Details	Order
11	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		
12	Ricoh - October 1, 2008 through June 30, 2009 - 55 Trinity Avenue location	25-Sep-2008 00:00:00	Public Works 11S	LOT	962.31	1 USD	962.31		

Total **1,924.62**[Return](#)[Copy To Cart](#)[Cancel Requisition](#)[Change](#)[Shop](#) | [Requisitions](#) | [Contractors](#) | [Shopping Cart](#) | [Home](#) | [Logout](#) | [Preferences](#) | [Help](#)

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## Legislation Summary

**Committee of Purview:**

**Caption**

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Public Works with Ricoh Americas Corporation in an amount not to exceed thirty four thousand six hundred forty three dollars and sixteen cents (\$34,643.16). All contract work shall be charged to and paid from fund account and center number: 5401 (Solid Waste Services Revenue), 130201 (DPW Solid Waste Administration), 5222002 (Repair & Maintenance).

**Council Meeting Date:** November 3, 2008

**Legislation Title:** Resolution authorizing the Chief Procurement Officer to utilize the State of Georgia Contract #GTA000119 with Ricoh Americas Corporation for the Lease of one (1) MPC 6000 Copier/Printer for a period of thirty-six (36) months in an amount not to exceed thirty four thousand six hundred forty three dollars and sixteen cents (\$34,643.16). All contract work shall be charged to and paid from fund account and center number: 5401 (Solid Waste Services Revenue), 130201 (DPW Solid Waste Administration), 5222002 (Repair & Maintenance).

**Requesting Department:** Department of Public Works

**Contract Type:** N/A

**Source Selection:** State of Georgia Contract #GTA000119

**Bids/Proposals Due:** N/A

**Invitations Issued:** N/A

**Number of Bids/  
Proposals Received:** N/A

**Bidders/Proponents:** N/A

**Justification Statement:** N/A

<b>Background:</b>	N/A
<b>Fund Account Center:</b>	5401 (Solid Waste Services Revenue), 130201 (DPW Solid Waste Administration), 5222002 (Repair & Maintenance).
<b>Source of Funds:</b>	N/A
<b>Fiscal Impact:</b>	N/A
<b>Term of Contract:</b>	N/A
<b>Method of Cost Recovery:</b>	N/A
<b>Approval:</b> DOF: DOL:	
<b>Prepared By:</b>	Patricia Lowe, Buyer
<b>Contact Number:</b>	404.330.6583

18

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Soraya Belgrave

Contact Number: (404) 330-6002

Originating Department: Department of Public Works

Committee(s) of Purview: Finance Executive Committee

Chief of Staff Deadline: October 15, 2008

Anticipated Committee Meeting Date(s): October 28, 2008

Anticipated Full Council Date: November 3, 2008

Legislative Counsel's Signature: Saul Schultz

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE THE STATE OF GEORGIA CONTRACT GTA000119 WITH RICOH AMERICAS CORPORATION FOR THE LEASE OF ONE (1) MPC 6000 COPIER/PRINTER FOR A PERIOD OF THIRTY SIX (36) MONTHS IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND SIX HUNDRED FORTY THREE DOLLARS AND SIXTEEN CENTS (\$34,643.16). ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FDOA: 5401 (SOLID WASTE SERVICES REVENUE 130201 (DPW SOLID WASTE ADMINISTRATION) 5222002 (REPAIR & MAINTENANCE); AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ (date) Received by LC from CPO: \_\_\_\_\_ (date)

Received by Mayor's Office: 10/15/08 Am (date) Reviewed by: [Signature] (date)

Submitted to Council: \_\_\_\_\_